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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

RAIN CORPORATION, a Nevada corporation,)	Case No. 3:07-cv-00081-LRH-RAM
)	
Plaintiff,)	<u>STIPULATED PROTECTIVE ORDER</u>
)	
v.)	
)	
JYP ENTERTAINMENT, LTD. a Korean limited company,)	
JI-HOON JUNG a/k/a RAIN, an individual, STAR M ENTERTAINMENT, a Korean company,)	
)	
Defendants.)	
)	

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, and with the consent of the parties to this action, IT IS HEREBY ORDERED:

1. All documents, materials, items, and/or information which are designated as confidential under the terms of this Protective Order, and contain or comprise confidential and sensitive research, development or commercial information

1 produced either by a party or by a non-party to or for any of
2 the parties shall be governed by this Protective Order.

3 2. Any information produced by any party or non-party as
4 part of discovery in this action may be designated by such party
5 or non-party as (1) "Confidential" or (2) "Confidential-
6 Attorneys' Eyes Only." Materials designated "Confidential"
7 shall be those non-public documents, information, and materials
8 which the producing party believes in good faith constitute,
9 contain or reflect proprietary, trade secret or commercially
10 sensitive information that is not generally known and/or which
11 the party would not normally reveal to non-parties or, if
12 revealed to non-parties, would cause non-parties to maintain it
13 in confidence. Materials designated "Confidential-Attorney's
14 Eyes Only" shall be those confidential and sensitive things of a
15 proprietary business or technical nature which might be of value
16 to a potential competitor of the party or non-party holding the
17 proprietary rights thereto, and which must be protected from
18 disclosure to such party and/or third parties.
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21 Absent a specific order by this Court, or written
22 permission from the designating party, information once
23 designated as "Confidential" or "Confidential-Attorney's Eyes
24 Only" shall be used by parties solely in connection with this
25 litigation, and not for any business, competitive, or
26 governmental purpose or function and such information shall not
27 be disclosed to anyone except as provided herein.
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1 3. Any party or non-party wishing to come within the
2 provisions of this Protective Order shall designate, in writing,
3 the documents, information, or portions thereof which he, she or
4 it considers confidential at the time such documents are
5 produced or such information is disclosed, or as soon thereafter
6 as the person or entity seeking protection becomes aware of the
7 nature of the information or materials disclosed and sought to
8 be protected hereunder.

9 (a) In the instance of documents, the items produced must
10 be marked "Confidential" or "Confidential-Attorneys' Eyes Only"
11 by the producing party or non-party.

12 (b) In the instance of depositions, counsel may, in the
13 record of the deposition, designate at the outset of any
14 deposition the entire transcript or portion thereof as
15 "Confidential" or "Confidential-Attorneys' Eyes Only," and only
16 the parties identified in Paragraphs 4 and 5 may then be present
17 in the depositions. The witness under deposition or his counsel
18 may also invoke the provisions of this Protective Order in a
19 timely manner, giving adequate warning to counsel for the party
20 or non-party that testimony about to be given is deemed
21 "Confidential" or "Confidential-Attorneys' Eyes Only." The
22 designations should be made on the record at the outset of a
23 deposition or during a deposition whenever possible, but a party
24 may designate the entirety or portions of a deposition either
25 "Confidential" or "Confidential-Attorney's Eyes Only" provided
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1 written notice of such designation is given to each party no
2 later than (10) ten days following receipt of the deposition
3 transcript. If a party designates the entirety of deposition
4 transcript as "Confidential" or "Confidential-Attorney's Eyes
5 Only" at the outset of a deposition, the party may subsequently
6 declassify, as appropriate, non-confidential portions of the
7 transcript by giving written notice of such declassification to
8 each party. The non-designating party may also seek to
9 declassify or downgrade the designated material pursuant to
10 Paragraph 11 of this Protective Order.
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12 4. Documents, deposition testimony, or answers to
13 interrogatories stamped "Confidential," or copies or extracts
14 therefrom, and compilations and summaries thereof, and the
15 information therein, may be given, shown, made available to, or
16 communicated in any way only to the following:

17 (a) the trial counsel designated on the pleadings for the
18 law firms of record in this action and those of their staff to
19 whom it is necessary that the materials be shown for the
20 purposes of this litigation;
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22 (b) the parties to this action, their representatives,
23 employees and agents, including in-house counsel, provided that
24 the party, its employee, agent or representative has signed,
25 dated and delivered to the producing party the acknowledgment
26 attached hereto as Exhibit A;
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1 (c) experts or consultants as defined in Paragraph 6
2 hereof and pursuant to the provisions on Paragraph 7 hereof,
3 provided that the experts, and/or consultants have signed, dated
4 and delivered to the producing party the acknowledgment attached
5 hereto as Exhibit A;

6 (d) any person who is indicated on the face of a document
7 to have been an author, addressee or copy recipient thereof,
8 provided that any marginal notes or comments by third persons
9 are redacted;

10 (e) the Court and court personnel, including stenographic
11 reporters engaged in such proceedings as are necessarily
12 incident to this litigation.

13 5. Documents, deposition testimony, or answers to
14 interrogatories stamped "Confidential-Attorneys' Eyes Only" or
15 copies or extracts therefrom, and summaries and compilations
16 thereof, and the information therein, may be given, shown, made
17 available to, or communicated in any way only to the following:

18 (a) the trial counsel designated on the pleadings for the
19 law firms of record in this actions and those of their staff to
20 whom it is necessary that the materials be shown for the
21 purposes of this litigation;

22 (b) experts or consultants as defined in Paragraph 6 hereof
23 and pursuant to the provisions on Paragraph 7 hereof, provided
24 that the experts and/or consultants have signed, dated and
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1 delivered to the producing party the acknowledgment attached
2 hereto as Exhibit A;

3 (c) any person who is indicated on the face of a document
4 to have been an author, addressee or copy recipient thereof
5 provided that any marginal notes or comments by third persons
6 are redacted;

7 (d) the Court and court personnel, including stenographic
8 reporters engaged in such proceedings as are necessarily
9 incident to this litigation.

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11 6. For purposes of Paragraph 5(b) hereof, a "consultant"
12 shall be defined as a person who is not an employee of a party
13 nor anticipated to become an employee in the near future, and
14 who is retained or employed as a bona fide consultant or expert
15 for purposes of this litigation, whether full or part-time, by
16 or at the direction of counsel for a party.

17 7. A consultant, as defined in Paragraph 6 hereof, shall
18 only have access to information designated "Confidential" or
19 "Confidential-Attorneys' Eyes Only" after: (a) the consultant
20 signs, dates, and delivers to the producing party the
21 acknowledgment attached hereto as Exhibit "A" along with his or
22 her resume or curriculum vitae and the identification of his or
23 her current employer; and (b) after the opposing party is given
24 4 days to object to the proposed disclosure to the consultant
25 after receiving the information set forth in Paragraph 7(a)
26 above. If a motion to permit disclosure of "Confidential" or
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1 "Confidential-Attorney's Eyes Only" information to a consultant
2 is filed, the prevailing party shall be entitled to reasonable
3 attorneys' fees and costs related to the briefing of the given
4 motion.

5 8. All confidential information covered by this order
6 shall be kept in secure facilities at trial counsel's offices
7 and in no event be taken to or stored on the premises of a party
8 without having first received written permission from the party
9 designating the document confidential, and access to those
10 facilities shall be permitted only to those designated persons
11 set forth in Paragraphs 4, 5, and 6 of this Protective Order as
12 persons properly having access thereto under the appropriately
13 designated degree of confidentiality. This paragraph shall not
14 be construed to mean that the persons set forth in Paragraphs 4,
15 5, and 6 may not receive and review copies of confidential
16 information at their place of business. All counsel for the
17 parties who have access to confidential information under this
18 Protective Order acknowledge they are bound by this Order and
19 submit to the jurisdiction of this Court for purposes of
20 enforcing this Order.
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22 9. All pages or parts of court papers, discovery
23 responses, production documents or things, or deposition
24 transcripts filed with the Court in this action which have been
25 designated as containing "Confidential" or "Confidential-
26 Attorneys' Eyes Only" by either party hereto, or any court
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1 papers purporting to reproduce or paraphrase such Confidential
2 Information, shall be maintained in camera by filing the same in
3 the Clerk's Office in a sealed envelope or other appropriate
4 sealed container on which shall be endorsed the title and docket
5 number of this action, an indication of the nature of the
6 contents of such sealed envelope or other container, the words
7 "CONFIDENTIAL PURSUANT TO COURT ORDER," and a statement
8 substantially in the following form:

9 "This envelope contains Confidential
10 Information filed in this case by [name of
11 party] and is not to be opened nor the
12 contents thereof to be displayed or
13 revealed, except by order of the Court"

14 10. If any document or information designated to be
15 "Confidential" or "Confidential-Attorneys' Eyes Only" pursuant
16 to this Protective Order is used during the course of a
17 deposition herein, that portion of the deposition record
18 reflecting such confidential information shall be sealed and
19 stamped with the designated degree of confidentiality, and
20 access thereto shall be limited pursuant to the other terms of
21 this Protective Order.

22 11. A party should designate as "Confidential" or
23 "Confidential-Attorneys' Eyes Only" only such information or
24 documents as the party reasonably and in good faith believes
25 require and justify protection under this Protective Order. If,
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1 at any time during the pendency or trial of this action, counsel
2 for any party claims that counsel for any other party is
3 unreasonably claiming certain information produced herein to be
4 confidential, objecting counsel may make an appropriate
5 application to this Court, with confidential portions thereof to
6 be kept under seal, requesting that specifically identified
7 documents, information, and/or deposition testimony be excluded
8 from the provisions of this Protective Order or downgraded in
9 terms of the degree of protection provided. Before filing any
10 such application, the party seeking relief shall confer with the
11 other party to determine whether the matter can be resolved by
12 agreement.
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14 12. The pretrial order submitted by the parties in this
15 action shall address the treatment at trial of documents,
16 information or testimony designated "Confidential" or
17 "Confidential-Attorneys' Eyes Only" pursuant to this Protective
18 Order unless the confidentiality of such information has been
19 removed by agreement of counsel or by this Court in accordance
20 with the provisions of Paragraph 11 of this Protective Order.
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22 13. At any hearing relating to this litigation prior to
23 trial before any judicial officer, subject to the rules of
24 evidence and order of the Court, a party may use any
25 "Confidential" or "Confidential-Attorneys' Eyes Only"
26 information or documents for any purpose, provided that adequate
27 prior notice of such use is given to counsel for the opposing
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1 party to permit the opposing party the opportunity to obtain
2 appropriate protection from the Court, including a request to
3 the Court that the courtroom be cleared and that the court
4 employees be advised as to the terms of this Protective Order.
5 If any party reasonably anticipates that "Confidential" or
6 "Confidential-Attorneys' Eyes Only" information or documents
7 will be presented in any hearing in this litigation, it may
8 request that the Court close the courtroom during such
9 presentation. If the Court denies any such request, the use of
10 the "Confidential" or "Confidential-Attorneys' Eyes Only"
11 information or documents in court shall not affect its coverage
12 by this Protective Order or constitute a waiver of secrecy with
13 respect thereto.
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15 14. The terms of this Protective Order shall apply to all
16 manner and means of discovery, including entry onto land or
17 premises and inspection of books, records, documents, and
18 tangible things.
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20 15. This Protective Order shall be effective on the date
21 entered by the Court.

22 16. Within ninety (90) days after the conclusion of this
23 action, unless otherwise agreed by the parties, all confidential
24 materials and/or information shall be returned to the party or
25 non-party who produced such materials, or to their respective
26 counsel, or such information shall be destroyed, at the election
27 of the producing party; provided, however, that all attorneys of
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record may retain an archival copy of all confidential
information produced in the case.

IT IS SO STIPULATED:

Dated: 7/12/07

By: [Signature]
Michael D. Rounds
Matthew D. Francis
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

Attorneys for Plaintiff

Dated: 7/12/07

By: [Signature]
Brad Johnston
HALE, LANE, BEEK, DENNISON
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Attorneys for Defendants

IT IS SO ORDERED:

[Signature]
UNITED STATES MAGISTRATE JUDGE

Dated: July 12, 2007

Attachment A

NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in Rain Corporation v. JYP Entertainment, Ltd., et. al., United States District Court for the District of Nevada, Case No. 3:07-cv-00081-LRH-RAM, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this order.

Dated: _____ Signed: _____